PROVIDER AGREEMENT

MO HEALTHNET DIVISION
GROUND EMERGENCY MEDICAL TRANSPORTATION (GEMT)
UNCOMPENSATED COST REIMBURSEMENT PROGRAM

Name of provider:_____

Provider NPI Number:_____

Statement of Intent

The purpose of this agreement is to allow participation in the Ground Emergency Medical Transportation (GEMT) Uncompensated Cost Reimbursement Program by the governmentally owned or operated provider, named above and hereinafter referred to as Provider, subject to the provider's compliance with the requirements and responsibilities set forth in this agreement.

Provider Responsibilities

By entering into this agreement, the provider agrees to the following:

A. Provider agrees to comply with each of the following, as periodically amended:
   1. Title XIX of the Social Security Act
   2. Titles 42 and 45 of the Code of Federal Regulations (CFR)
   3. Missouri State Medicaid State Plan
   4. Missouri State Statutes RSMo 208.1030 and 208.1032
   5. Missouri Code of State Regulations for the Emergency Ambulance Program at 13 CSR 70-6.010
   6. State issued policy directives, including the MO HealthNet Ambulance Provider Manual
   7. Terms of the provider's MO HealthNet Provider Enrollment Agreement

B. Provider agrees to ensure all applicable state and federal requirements, as identified in paragraph A, above, are met in rendering services under this agreement. The provider understands and agrees that their failure to meet all applicable state and federal requirements in rendering services subject to reconciled cost reimbursement under this agreement shall be sufficient cause for the state to deny or recoup payment to the provider as well as terminate this agreement.

C. Provider agrees to comply with the following allowable expenses and fiscal documentation requirements:
   1. Submit annually the Centers for Medicare and Medicaid Services (CMS) approved GEMT Program cost report to the DSS/MHD
   2. Maintain for review and audit, and supply to the state upon request, auditable documentation of all amounts claimed, and any other records required by the state and CMS, pursuant to this agreement to permit a determination of expenses allowed.
   3. If the allowance of an expense or appropriateness of an expense cannot be determined by the state because fiscal records or other documentation is not present or is inadequate,

according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State.

4. Upon receipt of adequate documentation supporting a disallowed or questionable expense within a timeframe determined by the state, reimbursement may resume for the amount substantiated and deemed allowable.

D. By December 31 of each year: Provider agrees to submit, electronically, the Microsoft Excel version of the CMS approved cost report accompanied by a signed PDF copy of the CMS approved cost report for the prior fiscal year ending June 30, a signed PDF copy of the Intergovernmental Transfer of Public Funds agreement, and a signed PDF copy of the Administration Fee Agreement to: Ask.GEMT@dss.mo.gov.

E. Provider agrees to submit within the timeframes determined by the State, transfer of the non-federal share of the GEMT uncompensated cost reimbursement and administration fee according to the Intergovernmental Transfer Public Funds Agreement and Administration Fee Agreement prior to the initial cost settlement reimbursement from DSS/MHD.

F. Provider agrees to accept as payment in full the reimbursement received for services subject to reconciled cost reimbursement pursuant to this agreement. Under no circumstance will the total amount of reimbursement received exceed one hundred percent (100%) of actual care costs. As such, if the provider does not have any uncompensated care costs, the provider will not receive a payment under this program.

G. Provider agrees that when it is determined that they received federal funds in excess of their determined cost per transport, the state shall recover the excess in accordance with state and federal regulations within 30 (thirty) calendar days.

DSS/MHD Responsibilities

A. Lead the development, implementation, and administration for the GEMT program and ensure compliance with the provision set forth in the Missouri Medicaid State Plan.

B. Submit claims for federal financial participation (FFP) based on expenditures for GEMT services that are allowable expenditures under federal law.

C. On an annual basis, submit any necessary materials to the federal government to provide assurances that claims for FFP will include only those expenditures that are allowable under federal law.

D. Ensure that the total MO HealthNet reimbursement provided to eligible GEMT providers will not exceed applicable federal upper payment limits as described in 42 CFR 447 – Payments for Services.

E. Complete the audit and settlement process of the interim reconciliations for the claiming period within three (3) years of the postmark date of the cost report.

Fiscal Provisions

A. Upon the Provider's compliance with all provisions of this Agreement, and upon the submission of a certified cost report, Intergovernmental Transfer of Public Funds Agreement, and Administration Fee Agreement, the DSS/MHD will perform the cost reconciliation, submit claims to CMS based on total computable certified expenditures for GEMT services provided, and make initial cost settlement payments to eligible providers.

B. Transfer of funds is contingent upon the availability of federal financial participation. If, in the event federal financial participation funds for a service period are not available for all the uncompensated cost reimbursement payable to the providers due to the application of a federal limit or any other reason, both of the following shall apply:
   1. The total amounts payable to providers for the service period shall be reduced to reflect the amounts for which federal financial participation is available, and
   2. The amounts payable to each provider for the service period shall be equal to the amounts computed by the state multiplied by the ratio of the total amounts for which federal financial participation is available.

C. Recovery of Overpayments: Provider agrees that when it is established that an overpayment has been made, the DSS/MHD shall recover such overpayment. The DSS/MHD reserves the right to select the method to be employed for the recovery of an overpayment.

Limitations of State Liability

A. Notwithstanding any other provision of this Agreement, the DSS/MHD shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for costs of providing services pursuant to RSMo 208.1030 and 208.1032.

B. To the extent that a federal audit disallowance and interest results from costs for which the provider has received reimbursement, the DSS/MHD shall recoup from the provider, upon written notice, amounts equal to the amount of the disallowance and interest in that fiscal year for the disallowed costs. All subsequent costs submitted to the DSS/MHD applicable to any previously disallowed cost, may be held in abeyance with no payment made until the federal disallowance issue is resolved.

C. Notwithstanding paragraphs A and B above, to the extent that a federal audit disallowance and interest results from costs which the provider has received reimbursement for services provided by a nongovernmental entity under contract with, and on behalf of the provider, the DSS/MHD shall be held harmless by the provider for one-hundred percent (100%) of the amount of any such federal audit disallowance and interest.

TERMS OF THIS AGREEMENT

The period of this Cooperative Agreement shall begin July 1, 2019. This agreement may be canceled or amended at any time upon agreement by both parties or by either party after giving thirty (30) days prior

notice in writing to the other party provided, however, that reimbursement shall be made for the period when the contract is in full force and effect.

_____ _____

GEMT Provider Date

_____

GEMT Provider Printed Name